



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KENYA

AND

THE GOVERNMENT OF THE REPUBLIC OF ESTONIA

IN

THE FIELD OF EDUCATION

INTRODUCTION

The Government of the Republic of Kenya and the Government of the Republic of Estonia (hereinafter referred to as "Participants"), and separately as a "Participant", represented by the Ministry of Education of the Republic of Kenya and the Ministry of Education and Research of the Republic of Estonia;

CONSIDERING the importance of international cooperation in the field of education and regarding the mutual interest of the Participants in promoting education;

ACKNOWLEDGING the 2022 Memorandum of Understanding between the Participants on cooperation in the field of information and communication technology (ICT);

DESIROUS to consolidate and strengthen the friendly ties and mutual understanding between the Participants;

HAVE APPROVED the following Memorandum of Understanding (hereinafter referred to as "MoU"):

SECTION 1

OBJECTIVE

The Participants commit themselves to enhance co-operation in the field of education and development of education systems based on the national legislation of their respective countries.

SECTION 2

AREAS OF COOPERATION

The Participants may cooperate in the following areas:

1. Development and promotion of e-education services;
2. Digital skills promotion;
3. Digitalisation of study materials, examination tools and development of digital learning environments;
4. Promotion of interventions that create an enabling legal and sociocultural environment for provision of and access to comprehensive information and services that promote education, e.g. relevant e-Governance services;
5. Human resource development and exchange of study tours between officials in both countries;

6. Other areas of cooperation jointly agreed by the Participants to be of mutual benefit and supporting the achievement of the objective of this MoU.

SECTION 3

FORMS OF COOPERATION

The Participants may cooperate through:

1. Exchange of information between education professionals, both public or private sector experts, and other stakeholders, for the purpose of sharing new knowledge, skills and technologies on digital education approaches, circular economy and design;
2. Capacity building and training of educators;
3. Scholarships for exchange students may be considered on areas of cooperation identified in Section 2, as appropriate;
4. Exchange, dissemination and sharing information, including research exchanges, on areas selected above, as appropriate;
5. The Participants may send appraisal and evaluation missions to their respective countries to study, analyze and identify projects for cooperation under this Memorandum of Understanding.

SECTION 4

COORDINATION

The Participants designate the following institutions as their cooperating representatives responsible for the arrangement and implementation of cooperation:

Government of the Republic of Estonia:

The Estonian Centre for International Development (ESTDEV),
Education and Youth Board of Estonia (Harno)

Government of the Republic of Kenya:

Kenya National Examination Council,
Kenya Institute of Curriculum Development,

The Participants may invite other related government agencies, institutions, including from private sector and non-governmental sector, to participate in the work and assign them responsibility for the implementation of particular activities.

SECTION 5

COOPERATION IN THE INTERNATIONAL FORUMS

The Participants may undertake exchanges of information regarding international and regional congresses to be held in their respective territories on education issues of interest to each other.

SECTION 6

IMPLEMENTATION

The activities under the MoU will be implemented subject to availability of existing financial resources of each Participant.

SECTION 7

CONFIDENTIALITY

1. Any information relayed by the Participants under this Memorandum of Understanding will be considered strictly confidential and will not be disclosed to third parties, without the prior written consent of the Participants from which it originated.
2. Such information and any information produced as a result of this Memorandum of Understanding will only be used for the benefit of the Participants.

SECTION 8

PARTICIPATION IN SIMILAR ACTIVITIES

This Memorandum of Understanding in no way restricts the Participants from participating in similar activities with other public or private agencies.

SECTION 9

GENERAL PRINCIPLES

1. This MoU constitutes a statement of intent of the Participants.
2. This MOU is a non-binding agreement and will not create any binding legal obligations for either Participant. The provisions of this MoU will not give rise to any legal claim on behalf of either Participants or any third party. The provisions of this MoU do not prejudice or assume any particular decisions or undertakings.
3. Any differences between Participants in the interpretation or application of this MoU will be settled amicably by mutual consultation

SECTION 10

AMENDMENT OF THE MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding may be amended at any time by mutual written consent of both Participants. Such amendments will come into effect on such a date as will be mutually agreed by the participants and will form part of this Memorandum of Understanding.

SECTION 11

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signature.
2. This Memorandum of Understanding will remain in effect for a period of five (5) years, it will be automatically renewed for the same periods unless terminated by either Participant in writing.
3. Each Participant may terminate this Memorandum of Understanding by giving written notice of intention to terminate at least six (6) months before the termination date.
4. The termination of this Memorandum of Understanding will not affect any ongoing activities and programs under the Memorandum of Understanding, unless the Participants jointly decide otherwise.

SECTION 12

NOTICES

The Participants designate the following institutions as their coordinating representatives, responsible for the arrangement of coordination and implementation of this MoU.

All notices, approvals, consents or other communications made pursuant to this Memorandum of Understanding will be in writing.

The channels of communications will be as follows:

- 1) Ministry of Education of Kenya

P.O Box 30040-00100

Nairobi, Kenya

Jogoo House B, Harambee Avenue

tel: +254-020-3318581

- 2) Ministry of Education and Research of Estonia

Munga 18,
Tartu 50088, Estonia
tel +372 7350222.

SECTION 13 APPLICABLE LAWS

All activities envisioned in the MoU will be implemented by the Participants in accordance with their respective national laws and international obligations.

The MOU has been signed in...NAIROBI...on...dates below...in duplicate in the English Language,

**FOR THE GOVERNMENT OF
THE REPUBLIC OF KENYA**

Hon. George Albert Omore Magoha
Cabinet Secretary
Ministry of Education
KENYA



Date 05/08/2022

**FOR THE GOVERNMENT OF
THE REPUBLIC OF ESTONIA**

Kristi Vinter-Nemvalts
Secretary General
Ministry of Education and Research
ESTONIA



Date 01.08.2022.